

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
CASE NO.: 24-CVS-\_\_\_\_\_

MECKLENBURG COUNTY

REFORMED THEOLOGICAL  
SEMINARY RTS ,

Plaintiff,

vs.

HARTFORD FIRE INSURANCE  
COMPANY,

Defendant.

PLAINTIFFS COMPLAINT

**COMPLAINT**

Plaintiff, REFORMED THEOLOGICAL SEMINARY RTS by and through undersigned counsel, hereby sues the Defendant, HARTFORD FIRE INSURANCE COMPANY, and states as follows:

1. This is an action for breach of contract wherein Plaintiff seeks damages for more than \$25,000.00.
2. Plaintiffs, REFORMED THEOLOGICAL SEMINARY RTS, is sui juris and is a resident of Mecklenburg County, North Carolina.
3. Defendant is, upon information and belief, a corporation duly authorized to conduct business in the State of North Carolina, and which does, in fact, issue policies of insurance in Mecklenburg County, North Carolina.
4. Defendant issued a homeowner's insurance policy to Plaintiff, bearing 43UUNDF2645, which insured the property located at 2101 Carmel Rd Charlotte, NC 28226 for all relevant times herein. A copy of the policy will be obtained in discovery.
5. On or about June 16, 2022, while the subject policy was in full force and effect, Plaintiff's property suffered damage due to wind and hail. These damages are covered under the subject policy.

**FIRST CLAIM FOR RELIEF**  
**(Breach of Contract)**

6. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 5 as though fully set forth herein.
7. Plaintiff and Defendant did enter into a policy of insurance, identified above as the policy, the terms and conditions of which are incorporated herein by reference.
8. Such Policy provides coverage to Insured for a loss from wind and hail
9. As such, Plaintiff filed a claim with Defendant and said claim was assigned Claim Y3NF28858.
10. Plaintiff complied with and performed all conditions precedent under the subject policy for the recovery of benefits and/or said conditions were waived by Defendant.
11. However, Defendant, by word, conduct, and deed, has refused to adequately pay for the benefits due for the covered loss.
12. Defendant, therefore, has breached the terms of the subject contract of insurance by failing to pay the benefits which became due and owing to Plaintiff as a result of the covered loss.
13. As a result of Defendant's breach, Plaintiff has suffered damages in the amount of insurance benefits due and owing to him under the subject policy.
14. Defendant's conduct has caused Plaintiff to retain the services of the undersigned attorney to represent him in this action. WHEREFORE, Plaintiff, REFORMED THEOLOGICAL SEMINARY RTS, demands judgment against Defendant, HARTFORD FIRE INSURANCE COMPANY, for (i) damages and interest thereon, (ii) and such other and further relief as this court deems just and proper.


**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury of all issues so triable as of right by jury.

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Date: March 19, 2024

Matheny Law, PLLC



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**J. David Matheny II**

984-269-3829

NC Bar # 49387

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